

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

ST. JUDE MEDICAL S.C., INC.,
a Minnesota corporation,

Case No. 14-CV-4418 (PJS/JJK)

Plaintiff,

ORDER

v.

CHRISTOPHER DELGADO and
BIOTRONIK, INC., an Oregon corporation,

Defendants.

Based on all of the files, records, and proceedings herein, and for the reasons stated on the record at the November 3, 2014, hearing, IT IS HEREBY ORDERED THAT:

1. Plaintiff's motion for preliminary injunctive relief and expedited discovery [ECF No. 9] is GRANTED IN PART. Defendant Christopher Delgado is hereby ENJOINED from violating the non-compete, non-solicitation, and confidential-information provisions of his employment contract [ECF No. 2-1 Ex. A ¶¶ 7-9] and confidential separation and release agreement [ECF No. 2-1 Ex. C ¶¶ 1.B, 6].

A. Specifically, Delgado must not "directly or indirectly sell, demonstrate, promote, solicit or support the sale of, support or supervise the implantation or other use of, or otherwise have any involvement with the sale or use of any product which competes with any products which [Delgado] sold, supported the sale of or solicited the sale of during [Delgado]'s employment, to or with any customer upon whom [Delgado] called during the last year of [Delgado]'s employment." Delgado also

must not “directly or indirectly influence or attempt to influence such customers to direct their business involving products sold by [Delgado] to any competitor of [plaintiff].”

B. Delgado must not “directly or indirectly, solicit on [Delgado]’s own behalf or on behalf of another person or entity, the services of any person who is an employee or sales representative of [plaintiff] or any of its affiliates, or solicit any of [plaintiff]’s or its affiliates’ employees or sales representatives to terminate their employment in order to compete with St. Jude Medical, Inc., [plaintiff] or any of their affiliates.”

C. Delgado must not “disclose to a third party or use for [Delgado]’s personal benefit Confidential Information of [plaintiff].” “Confidential Information” means “any information used or useful in [plaintiff]’s business that is not generally known outside of [plaintiff] and that is proprietary to [plaintiff] relating to any aspect of [plaintiff]’s existing or reasonably foreseeable business”

2. Delgado must search for any USB devices in his possession or control and turn over all such devices to his attorneys no later than November 7, 2014. Counsel must then, as quickly as practicable, search any data on the devices for “confidential information” as defined in ¶ 1(C) of this order. Counsel must forthwith turn over any such confidential information to plaintiff.

3. This injunction will take effect on plaintiff’s posting of security in the amount of \$100,000. See Fed. R. Civ. P. 65(c).

4. The portion of this injunction described in ¶ 1(A) of this order will remain in effect through and including March 31, 2015, unless vacated at an earlier date by order of the Court. The portion of this injunction described in ¶ 1(B) of this order will remain in effect through and including December 27, 2014, unless vacated at an earlier date by order of the Court. The portion of this injunction described in ¶ 1(C) of this order will remain in effect until such time as it is vacated by order of the Court.

5. Plaintiff's motion is DENIED in all other respects.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: November 3, 2014

s/Patrick J. Schiltz

Patrick J. Schiltz

United States District Judge